



US Army Corps
of Engineers®

MAIL BID TO: CHIEF, REAL ESTATE OFFICE
ATTN: CENAO-RE-D
U.S. ARMY ENGINEER DISTRICT, NORFOLK
803 FRONT STREET
NORFOLK, VA 23510-1011

(See page 6 for further details)

Sale of Government-Owned Forest Products

(SEE PRIVACY ACT STATEMENT BELOW BEFORE COMPLETING THIS FORM)

Harvest Location: Francis E. Walter Reservoir, Luzerne County, PA

PAGE NUMBER 1 OF 25 PAGES

INVITATION NUMBER: DACW65-B-17-01

DATED: 16 November 2016

Sealed bids in SINGLE copy, subject to the terms and conditions set forth herein, for the purchase and removal of the Government-owned property listed in this invitation, will be received until the time, date, and at the place indicated below, and then publicly opened.

TIME OF OPENING: **2:00 p.m.** EASTERN STANDARD TIME

DATE OF OPENING: **TUESDAY December 20, 2016**

PLACE OF OPENING: **Acquisition, Management, and Disposal Section, Real Estate Office, 803 Front Street, Norfolk, VA**

BID DEPOSIT OF 20 % OF TOTAL AMOUNT BID OR AS OTHERWISE INDICATED IS REQUIRED BY **CASHIERS CHECK, CERTIFIED CHECK, OR POSTAL MONEY ORDER PAYABLE TO: FAO, U. S. Army Corps of Engineers.**

INSPECTION INVITED **ONLY** ON WEDNESDAY **November 30, 2016** AT **9:00 a.m.** STARTING AT THE FRANCIS E. WALTER OFFICE.

ARRANGE WITH:

CONTRACTING OFFICER'S REPRESENTATIVE:

Mr. Andrew Willey-Norfolk District Representative
TEL#: (757) 201-7804 CELL# (757) 323-3319
EMAIL: andrew.g.willey@usace.army.mil

-Or-

PROJECT FORESTER:

Mr. Glenn Werner-Raystown Lake Forester
TEL#: (814) 658-6807 or (814) 386-1995
E-Mail: glenn.e.werner@usace.army.mil

Privacy Act Statement. The purpose of this invitation is to solicit bids from prospective forest product purchasers to determine the best qualified bidder, price and other consideration included. Information required from bidder is voluntary; however, failure to furnish such information would disqualify bid. Authority: 40 USC 484, Federal Property and Administrative Services Act of 1949 and Federal Property Management Regulation, Section 101-47.302-2(a)(3).

DO NOT REMOVE PAGES FROM INVITATION

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SALE OF GOVERNMENT FOREST PRODUCTS BID AND AWARD		Invitation For Bid No. DACW65-B-17-01	Page 3
BID (This Section to be completed by the Bidder)		DATE OF BID 20 December 2016	
<p>In compliance with the Invitation identified on the cover page hereof, and subject to all the sale terms and conditions contained in Instructions to Bidders, General Sale Terms and Conditions, and Special Sales Terms and Conditions, all of which are incorporated as part of this Bid, the undersigned offers and agrees, if the Bid be accepted within 60 calendar days after date of Bid opening, to purchase and pay for any or all of the items listed for sale on Item Bid Page and to remove the property and perform the other required work as specified herein, after notice of acceptance by the Government. The total amount bid is \$ <input style="width: 100px;" type="text"/>.</p> <p>Attached is the required bid deposit in the form of <input style="width: 150px;" type="text"/>, in the amount of \$ <input style="width: 100px;" type="text"/>.</p>			
<p><i>All bidders should complete the "Certificate as to Small Business Status" set forth below. This certificate must be completed and made a part of every Invitation to Bid on the sale of Government-owned timber with an estimated value of \$2,000 or more. Failure to properly execute this certificate will not invalidate a bid, but a proper statement must be signed before the bid is accepted by the Government. Refusal or delay in executing a proper statement is grounds for rejecting the bid. Intentional falsification of this certificate is a criminal offense punishable by a fine of not more than \$5,000 or imprisonment for not more than two years, or both. (Title 15, United States Code, Section 645(a).)</i></p> <p style="text-align: center;"><u>CERTIFICATE AS TO SMALL BUSINESS STATUS</u></p> <p>The bidder certifies that he/she (is) (is not) a small business concern within the terms of the following definition: In sales of Government-owned forest products a "small business" is a concern that: (1) is primarily engaged in the logging or forest products industry: (2) is independently owned and operated: (3) is not dominant in its field of operations: and (4) together with its affiliates does not employ more than 500 persons.</p>			
NAME AND ADDRESS OF BIDDER (STREET, CITY, STATE, AND ZIP CODE) (Type or print)		SIGNATURE OF PERSON AUTHORIZED TO SIGN BID	
TELEPHONE <input style="width: 100px;" type="text"/> CELL <input style="width: 100px;" type="text"/> E-MAIL <input style="width: 150px;" type="text"/>	FAX <input style="width: 100px;" type="text"/> TAX ID NUMBER <input style="width: 100px;" type="text"/>	SIGNER'S NAME AND TITLE (Type or print)	
<u>CORPORATE CERTIFICATE</u>			
<p>I, <input style="width: 150px;" type="text"/> certify that I am the <input style="width: 150px;" type="text"/> of the corporation named <input style="width: 150px;" type="text"/> as Purchaser herein, and <input style="width: 150px;" type="text"/>, who signed this contract on behalf of the Purchaser, was then <input style="width: 150px;" type="text"/> of said corporation by authority of its governing body, and is within the scope of its corporate powers.</p> <p style="text-align: right;">Signature _____ (CORPORATE SEAL)</p>			
ACCEPTANCE BY THE GOVERNMENT (This Section for Government use only)		DATE OF ACCEPTANCE	
ACCEPTED AS TO ITEM NUMBERED 1		UNITED STATES OF AMERICA BY _____ (Contracting Officer)	
TOTAL AMOUNT	CONTRACT NUMBER DACW65-S-17-01	TITLE OF CONTRACTING OFFICER Chief, Real Estate Office	

SALE OF GOVERNMENT FOREST PRODUCTS ITEM BID PAGE		Invitation For Bid No. DACW65-B-17-01		Page 4		
ITEM NO.	TIMBER FOR SALE AND LOCATION	QUANTITY (No. of Units)	UNIT OF MEASURE	TO BE SUPPLIED BY BIDDER		
				PER UNIT PRICE BID	TOTAL PRICE BID	
					DOLLARS	CENTS
1	TIMBER ON BLOCK 4 (34.30 ACRES)					
	HARDWOOD SAWTIMBER	0	B.F. (1/4" Int)	\$	\$	
	HARDWOOD PULPWOOD	1,024	TONS	\$	\$	
	TIMBER ON BLOCK 5 (34.70 ACRES)					
	HARDWOOD SAWTIMBER	4,603	B.F. (1/4" Int)	\$	\$	
	HARDWOOD PULPWOOD	810	TONS	\$	\$	
	TIMBER ON BLOCK 6 (79.20 ACRES)					
	HARDWOOD SAWTIMBER	14,064	B.F. (1/4" Int)	\$	\$	
	HARDWOOD PULPWOOD	1,915	TONS	\$	\$	
	TOTAL LUMP SUM BID FOR ITEM 1				\$	
	<p>All landing construction, seeding, skid trail Construction, trail retiring, breakers, seeding, Liming, fertilizing, et. Shall be included within the Lump Sum Bid.</p> <p>Contract shall run from December 20, 2016- April 30, 2018, the timber shall only be harvested from December 20, 2016- April 1, 2017and/or October 1, 2017-April 1, 2018</p> <p>An Accident Prevention Plan must be completed and approved by the COR prior to the start of timber harvest.</p> <p>An Erosion and Sedimentation Plan must be Completed and approved by the Forester prior to the start of timber harvest.</p> <p>Due to site location timber harvest operations may be postponed by a Francis E. Walter Representative until conditions permit.</p> <p>The purchaser shall be responsible for township, county, state, and private road bonding associated with the timber harvest operation.</p>					
BIDDER IS CAUTIONED TO INSPECT THE TIMBER			NAME OF BIDDER (Type or print)			
ALL THE ABOVE ESTIMATED SAWTIMBER VOLUMES ARE BASED ON THE INTERNATIONAL 1/4 INCH LOG RULE						
BIDDER'S NAME SHOULD APPEAR ON EACH ITEM BID PAGE CONTAINING A BID						

This sale is based on the International Log Rule $\frac{1}{4}$ Inch Kerf for sawtimber and is sold as a LUMP SUM all blocks sold as 1 Item.

DESCRIPTION OF TIMBER SALES AREAS: The Francis E. Walter Reservoir Timber Sale is located in Luzerne County, Pennsylvania. The cumulative sum of sale area is approximately 148.2 acres and is being managed using a thinning prescription. The forest is dominated by oak species from pole to small timber size class. Previous log skid trails exist therefore site impacts will be minimal due to minimal construction of new skidding trails. All trees designated either marked or unmarked with tree marking paint depending on the block paint symbol lie within the block harvest boundaries must be removed from site. Whole tree chipping is permitted. An Accident Prevention Plan and Erosion and Sedimentation Plan and Safety Plan must be completed and approved by the Corps prior to the start of timber harvesting.

Contract shall run from Decmeber 20, 2016 – April 1, 2018, the timber shall be harvested from December 20, 2016 – April 1, 2017 and/or October 1, 2017 – April 1, 2018.

Item No. 1 – 18,667 board feet of hardwood sawtimber and 3,794 tons of hardwood pulpwood on approximately 148.2 acres.

BLOCK SPECIFICATIONS

Francis E. Walter Reservoir Timber Sale

Hardwood Sawtimber Volume

(International $\frac{1}{4}$ " BF)

Block #	Species					Total
	R. Oak	W. Oak	C. Oak	R. Maple	Misc.	
Block 4	0	0	0	0	0	0
Block 5	135	53	4,157	257	257	4,603
Block 6	10,769	339	1,809	1,146	1,146	18,667

Hardwood Pulpwood Volume

Block	Tons/Ac	Acres	Total Tons
Block 4	29.85	34.30	1,024
Block 5	23.34	34.70	810
Block 6	24.18	79.2	1,915
Total:		148.20	3,749

Map of timber sale area and timber sale map: See (Attached Enclosure 1, 2, & 3).

INSTRUCTIONS TO BIDDERS**1. INSPECTIONS:**

The bidder is invited, urged and cautioned to inspect the timber and sales area(s) prior to submitting a bid. Arrangements for inspections may be made by contacting the person(s) specified on the cover sheet hereof and inspections may be made during times therein stated.

2. PREPARATION AND SUBMITTAL OF BIDS:

a. All bids shall be filled out in ink, indelible pencil or typewriter, with all erasures, strike overs, and corrections initialed in ink or indelible pencil.

b. Unless the invitation provides otherwise, bids may be submitted on any or all items; however, a bid covering any listed item shall be submitted on the basis of the unit specified for that item and shall cover the total number of units specified for that item.

c. All bids must be submitted on the bid form attached hereto or an exact copy thereof. Additional copies may be obtained from the Chief, Real Estate Office, U. S. Army Engineer District, Norfolk, 803 Front Street, Norfolk, Virginia 23510-1011 or by contacting Mr. Glenn Werner, Raystown Lake Project Forester at (814) 658-6807 or (814) 386-1995.

d. Any bid executed by an attorney-in-fact or agent on behalf of a bidder must be accompanied by an authenticated copy of that person's Power of Attorney or other acceptable evidence of such person's authority to act on behalf of the bidder. If the bidder is a corporation, the certificate of corporate authority shall be executed under the corporate seal; however, the same individual who executes said certificate shall not sign the bid.

e. The invitation number and bid-opening time shall be plainly marked on the left side of the sealed envelope in which the bids are submitted, as shown in this example:

<u>Return Address</u>	<u>Postage</u>
 <u>Sealed Bid</u>	
To be Opened:	To: Chief, Real Estate Office
Time: <u>2:00 p.m.</u>	Attn: CENAO-RE
Date: <u>Tuesday 20 December, 2016</u>	U.S. Army Engineer District, Norfolk
Invitation No. <u>DACW65-B-17-01</u>	803 Front Street
	Norfolk, VA 23510-1011

f. It is the duty and responsibility of each bidder to see that his/her bid is delivered to the place and by the time of opening specified in the invitation. All properly addressed, identified and delivered bids received prior to the specified bid opening time will be securely kept and unopened. The Government assumes no responsibility for the premature opening of any bid, which is not properly addressed or identified. All bids will be opened at the time and place stated in the invitation.

g. All bids submitted shall be deemed to have been made with full knowledge of all the terms, conditions and requirements contained herein.

h. Telegraphic bids will not be considered, but modifications and withdrawals by telegraph of bids already submitted will be considered if received prior to the time set for opening bids.

3. LATE BIDS, MODIFICATIONS OF BIDS OR WITHDRAWALS OF BIDS:

a. Any bid received at the place designated in the invitation after the exact time specified for receipt will not be considered unless it was received before the award is made and either:

(i) It was sent by either registered or certified mail not later than the fifth calendar day prior to the date specified for the receipt of bids (e.g., a bid submitted in response to an invitation requiring receipt of bids by the 20th of the month must have been mailed by the 15th or earlier); or

(ii) It was sent by mail and the Government determines that the late receipt was due solely to mishandling by the Government after receipt at the government installation.

b. Any modification or withdrawal of a bid is subject to the same requirements as in (a) above except that withdrawal of bids by e-mail with delivery receipt is authorized. A bid may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.

c. The only acceptable evidence to establish:

(i) The date of mailing of a late bid, modification or withdrawal sent either by registered or certified mail is the U. S. or Canadian Postal Service postmark. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U. S. or Canadian Postal Service).

(ii) The time of receipt at the government installation is the time-date stamp of such installation on the bid wrapper, email delivery receipt or other documentary evidence of receipt maintained by the installation.

d. Notwithstanding the above, a late modification of an otherwise successful bid which makes it more favorable to the Government will be considered at anytime it is received and may be accepted.

4. BID DEPOSIT:

a. Bids must be accompanied by either a cashier's check, certified check, or postal money order made payable to the Finance and Accounting Officer, U. S. Army Corps of Engineers in an amount not less than twenty percent (20%) of the total bid price; however, if the total bid is \$3,000.00 or less, then the total bid amount must accompany the bid.

b. The deposit of the Purchaser will be retained and applied to the purchase price. All other deposits will be returned.

5. BID OPENINGS:

a. At the time and place stated in the invitation, all bids not withdrawn shall be opened, and their contents made public for the information of bidders and other interested parties. However, any information submitted in support of any bid or the Government upon request thereof, will hold modification in strict confidence.

b. If at the time the bid is opened it appears that an error has been made in the computation of prices then unit prices will govern.

6. AWARD OF CONTRACT:

The contract shall be awarded to the responsible bidder whose bid, conforming to the invitation for bids, is most advantageous to the Government, price and other factors considered.

7. RESERVATION OF RIGHTS:

The Government reserves the right to withdraw any or all items from the sale prior to sending out a notice of acceptance, to reject any or all bids, to waive any defect or informality in any bid received, and to accept any item or combination of items of any bid unless specifically precluded by the invitation for bids or the bidder includes in his bid a restrictive limitation.

SPECIAL TERMS AND CONDITIONS OF SALE**1. COMMENCEMENT:**

Due to time constraints related to this timber sale the Purchaser will coordinate commencement of timber removal with the Forester.

2. SCHEDULE OF REMOVAL AND COMPLETION:

The Purchaser agrees to remove from the sale area all timber designated to be removed under this contract prior to date shown below and at the minimum production rate specified herein:

Item 1: April 1, 2018

The minimum rate of production will be determined by dividing the number of weeks within the period of time established for the item purchased into the estimated volume or quantity of the forest product included under such item.

3. PERIODS OF OPERATIONS:

Contract shall run from date of award – April 30, 2018, the timber shall only be harvested from October 1, 2016 – April 1, 2017 and/or October 1, 2017 – April 1, 2018. Due to the U.S. Fish and Wildlife Service's listing of the northern long-eared bat as a federally threatened species, tree felling may not occur from April 1 – September 30. All timber harvesting operations shall be conducted from 6:00 a.m. to 6:00 p.m. Monday through Saturday. No cutting or hauling will be permitted except during times designated without prior permission of the Project Forester. Removal of forest products will not be permitted on Sundays, or on any government holiday, unless authorized by the Project Forester.

4. DESCRIPTION AND LOCATION OF TIMBER:

The timber being offered for sale is located on the Francis E. Walter Reservoir, Luzerne County, PA on approximately one hundred forty-eight (148) acres of land as shown on the map in this invitation.

a. By species, weight and/or volume, the timber is described on pages four (4) and five (5) of this invitation.

This description of the timber is believed to be sufficiently specific for the purposes of identification. Any error or omission in the description (including location) shall not constitute grounds or reason for non-performance or claim by the Purchaser for any allowance, refund or deduction from the amounts offered. All unmarked timber greater than (>) four (4) inches diameter at breast height (DBH) within the designated boundaries timber sale block(s) shall be cut, unless the trees are otherwise marked for retention. Additionally, the Purchaser acknowledges that he/she has satisfied himself/herself as to the location, field conditions and volume of timber to be removed from the sale area(s). This contract shall be construed to have the intent of covering all of the designated timber of the specified species and size in the described sale area(s) and shall include all such timber whether less than, equal to, or in excess of the estimated volume or quantity stated.

b. A pre-bid tour will be held on Wednesday November 30, 2016 at 9:00 a.m. at which time each advertised block can be inspected. For specific information on this conference contact Mr. Glenn Werner Project Forester.

5. ENVIRONMENTAL PROTECTION:

a. All skid trails, logging decks and haul roads constructed or used by the Purchaser shall be repaired to pre-harvest condition prior to termination of the contract. Repairs shall include, but are not limited to smoothing ruts, spreading out any piles of soil over the area it was removed from, installing temporary erosion control measures such as water diversion bars. Unless otherwise directed by the Project Forester and/or District Representative, the purchaser is responsible for seeding, strawing, liming, and fertilizing of all haul roads, skid trails and log landings. Seeding must comply with recommendations of the Project Forester and/or District Representative, any associated bonds may not be released until all site retirement work is complete.

b. The Purchaser shall suspend operations when rutting in excess of 6-inches in two places occurs. The Project Forester and/or the District Representative are authorized to stop harvest operations in order to enforce this requirement. When possible, the contractor may be relocated to a more stable portion of the same harvest area. Any rutting in excess of 6-inches shall be repaired at the Purchaser's expense as soon as the weather and ground conditions permit.

c. All trees shall be felled within the timber sale boundary; the purchaser is responsible for damage to trees or vegetation in adjacent areas. Residual stand damage within shall be kept to a minimum, the Project Forester and/or District Representative are authorized to recommend penalties to the Contracting Officer if excessive levels of residual stand damage are noticed.

- d. Placement of all skid trails and log landings shall be approved by the Project Forester.
 - e. Harvesting operations are prohibited within any house sites or other cultural/historical areas. Relic hunting or the use of metal detectors for the purpose is strictly prohibited. Any cultural resources adjacent to the harvest areas and all vernal pools shall be protected from damage.
 - f. The Purchaser shall comply with all Francis E. Walter Reservoir and State of Pennsylvania Fire Regulations and shall be held liable for damages resulting from his/her operations. In the event of a fire, the Purchaser shall immediately contact 911 first and then the Raystown Lake Project Forester at (814) 658-6807. The Purchaser shall maintain adequate fire extinguishing materials and equipment at all times during operations. No warming fires are allowed. Burning of trash or maintenance by-products (oily rags, etc.) is prohibited.
 - g. Any material placed on the haul road (existing or newly constructed) shall be removed, exposing the soil; or covered by top soil by the Contractor as part of their site retirement requirements. The haul road shall be retired in accordance with the mixes and rates specified in paragraph 6. Harvest Requirements, section p, below.
 - h. The Contractor shall use a stabilized road entrance system (i.e. Grizzly Trackout Control Device, GME Exit Grid) to remove dirt, mud, and debris from their vehicles, thus reducing trackout.
6. **HARVEST REQUIREMENTS:** The timber shall be harvested and removed in accordance with accepted good forestry practices as outlined by the Pennsylvania Cooperative Extension Service's Best Management Practices (BMPs) during harvest operations and in accordance with the following specifications:
- a. Harvesting will be accomplished by silvicultural practices utilizing both uneven-aged and even aged management. Timber sale boundaries are marked with a blue ring/band around the entire bole of the tree, these trees shall be saved and should be avoided during timber harvesting operations. Wildlife tree species such as crab apple, hawthorn, dogwood, serviceberry, and eastern white pine shall be avoided as much as possible. Reserve trees are marked with a red ring/band around the entire bole of the tree. All other unmarked trees greater than (>) four (4) inches in diameter at breast height (DBH) shall be removed from within the sale boundary. Care should be taken to minimize damage to desirable regeneration (oak and eastern white pine) present.
 - b. **Merchantability:** Sawtimber - Any tree that will produce one or more eight foot logs when utilized to a top minimum diameter of ten (10) inches inside bark and is considered reasonably strait and sound. Pulpwood – any tree that will produce two or more sticks, five (5) feet long, when utilized to a minimum top diameter of four (4) inches and not meeting sawtimber specifications.
 - c. Sawmills will not be permitted on the Project. Whole tree chipping **IS** permitted on this sale. Purchasers shall ensure large tree tops are trimmed before skidding to avoid excessive residual tree damage which in the event of shall result in damage fees.
 - d. Stump heights cut as low as possible and in no case more than six (6) inches above ground on the highest ground side, except when stones, metal or roots will make the cutting of the stump to the required six (6) inch height impracticable.
 - e. **Liquidated Damages:** The Purchaser shall pay as liquidated damage, the sum of \$1.00 for each stump not cut pursuant to the provisions of condition 6.d. above. Overlooked trees designated for harvest must be cut as soon as the Purchaser is notified. For each such designated tree which is not cut, the purchaser shall pay at the rate of \$1.00 per inch of diameter at breast height (DBH) outside bark. The purchaser shall pay a sum amounting to three times (3x) the appraised value for all undesignated trees containing merchantable material which are cut, injured through carelessness, or killed by fires which he/she, his/her employees, sub-contractors or employees of subcontractors caused or the origin or spread of which he/she or they could have prevented unless such cutting injury or killing involves small amounts of material and in the judgment of the Project Forester is justified by existing conditions.
 - f. Only existing rights of ways, trails, roads, and firebreaks within and leading to the sale area shall be utilized to minimize construction of new skidding trails. All logging debris shall be kept within the timber sale boundaries. Reasonable care shall be taken to avoid conditions leading to erosion (e.g., extreme slope on skid trails).
 - g. Any and all log landings/decks and skid trails must remain within the timber sale boundaries. Log landings/decks will be located as designated by the Project Forester and any constructed with heavy equipment will be repaired by the Purchaser and approved by the Project Forester before termination of the contract.
 - h. The Purchaser or his/her employees, agents or subcontractors shall at all times keep the contract area free from waste materials and litter such as lunch refuse, oil cans, barrels or other debris. Storage of hazardous materials shall be done in a manner to prevent accidental release into the environment. The Purchaser shall not generate any hazardous waste within the Project boundaries. If a spill of any petroleum product or other hazardous material occurs, the Purchaser shall notify the Raystown Lake Project Forester at (814) 658-6807 within one hour of spill. The Purchaser shall be responsible for all costs incurred in clean-up of such a spill containing hazardous materials. Procedures for spill clean-up shall be in accordance with State and Federal laws.

i. Cutting must proceed in an orderly manner with all merchantable and designated timber being removed as the contract progresses and in the location designated by the Project Forester and/or District Representative. All trees will be felled into the area being cut so as tops and slash remain within the sale area evenly distributed throughout the stand. Logging equipment will not be allowed outside the cutting area and trees in adjacent areas will not be damaged by logging equipment.

j. The Purchaser of this contract shall meet with the Project Forester and/or District Representative prior to initiating harvest actions in order to review contract specifications and resolve any questions the Purchaser might have. One week after timber harvesting initiation the Purchaser shall meet with the Forester to ensure all timber harvesting is being performed within contract terms. The Purchaser and Corps staff shall meet and walk through the sale area at the end of timber harvesting activities and prior to site retirement, again at mid effort site retirement and at completion of site retirement work. Prior to release of the Purchaser, the Project Forester and/or District Representative shall inspect the sale area for compliance.

k. Timber harvesting operations shall in no way affect or interfere with Government operations at the project/reservoir site. Harvesting operations may be delayed from time to time and the area may be closed because of Government operations. Upon receiving notice to do so, the Purchaser will move all harvesting operations from the affected site(s) to an area designated by the Project Forester and/or District Representative and will re-route all vehicles and equipment as required. The Purchaser should make daily checks with the Francis E. Walter Office, Raystown regarding Government's schedules affecting the sale area.

l. All contractors/subcontractors must register their vehicles with the Francis E. Walter staff while engaged in timber operations on this reservation at this project.

m. The Purchaser will be liable for any loss or damage, including repair and replacement costs for any and all government-owned property, e.g., locks, keys, metal detectors, firefighting equipment, etc., that is loaned by the Government to the Purchaser for contractual or other purposes.

n. Some additional timber volume may become available during the lifetime of the contract. The additional timber will be timber that is fire, wind, disease and/or insect damaged and must be removed immediately to prevent deterioration or timber that is interfering with the project's mission and must be disposed of immediately. This timber will not usually exceed ten percent (10%) of the value of the original contract price.

o. Maximum effort will be made to insure that logging equipment does not damage trees outside the timber sale boundary.

p. Seed mixture requirements:

Forest Roads, Skid Trails and Log Landing(s):

Birdsfoot trefoil	eight (8) lbs. /acre
Kentucky bluegrass	six (6) lbs. /acre
White clover	one (1) lb. /acre
Whitetail Institute Extreme	twenty-three (23) lbs. /acre

Wet Areas:

Add timothy	two (2) lbs. /acre
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Eroded Areas:

Add Rye grass	twenty (20) lbs. /acre
---------------	------------------------

Lime:

	three (3) tons/acre
--	---------------------

Fertilizer: seventeen all (17-17-17)

	four-hundred (400) lbs. /acre
--	-------------------------------

Straw:

	two (2) tons/acre
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Copies of purchase receipts for seed, lime and fertilizer and straw must be provided to the Corps. All account numbers on receipts will be thoroughly blacked out.

Seeding, liming and fertilizing should be completed during spring planting dates of March 20 -- May 15 or fall planting dates of August 1 -- September 15. Disturbed areas shall not be left unseeded between periods of timber harvesting.

q. The FEW Corps staff will provide the contractor with a combination lock for access to the timber sale area. **All gates must remain closed at all times unless opened by the Corps.**

r. All logging equipment/vehicles used by the Purchaser must be kept at the harvest site unless prior approval is obtained from the Installation Natural Resource Management Office representative to park elsewhere. Trucks used for hauling forest products shall comply with Federal DOT safety requirements and Pennsylvania weight restrictions while on Raystown Lake Project roads.

s. These sites are currently included in the Hemlock Woolly Adelgid and Emerald Ash Borer Quarantine areas, at any time additional quarantines may become effective. All forest products harvested from these sites are subject to the applicable Orders of Quarantine as they become effective. Also, Threatened and Endangered species can be discovered at any time and impact various human activity on federal land.

GENERAL TERMS AND CONDITIONS OF SALE**1. DEFINITIONS:**

- a. The term "Secretary" shall mean the Secretary of the Army.
- b. The term "his/her duly authorized representative" shall mean the Chief of Engineers, Department of the Army, or any individual or board designated by him/her.
- c. The term "Contracting Officer" shall mean the person executing this bid in whole or in part on behalf of the Government, and any other person who has been properly designated as a Contracting Officer.
- d. The term "District Representative" shall mean any employee of the U. S. Army Engineer District, Norfolk, who has been authorized by the Contracting Officer to administer and supervise the performance of this contract.

2. CONDITION OF PROPERTY:

The timber is offered for sale "as is" and "where is". The Government makes no warranty, either expressed or implied, as to quantity, quality, character, condition, size or kind of the timber offered for sale, nor that it is fit for the purpose for which it is intended.

3. PERFORMANCE GUARANTEES:

- a. Within ten (10) calendar days after the notice of acceptance has been sent to the Purchaser by the Contracting Officer, the Purchaser will furnish to said Contracting Officer one of the following:
 - (i) A certified check, cashier's check, bank draft or postal money order in the amount of fifty percent (50%) of the awarded contract price made payable to the Treasurer of the United States, or
 - (ii) A performance bond with surety approved by, and in a form acceptable to the Contracting Officer in the penal sum of fifty percent (50%) for sales of the awarded contract price. U. S. Standard Form 25 may be used for this purpose, or
 - (iii) An irrevocable letter of credit which must be on bank letterhead paper and in the amount of not less than fifty percent (50%) of the contract price. Also the letter must:
 - (1) Be non-cancelable.
 - (2) Be in the favor of the "Finance and Accounting Officer, U.S. Army Corps of Engineers."
 - (3) Contain the name and address of the bank.
 - (4) Contain the Invitation for Bid or Contract number.
 - (5) Be "open end" so as not to expire prior to end of contract or settlement of any claims that may arise therefrom.
 - (6) Be in U.S. currency.

- b. The deposit required by this section shall be applied to the final payment or promptly refunded, without interest, or the bond/letter of credit canceled upon completion of this contract to the satisfaction of the Contracting Officer.

4. PAYMENTS:

- a. The Purchaser agrees to pay for all items awarded him/her in accordance with the prices quoted in his/her bid. All payments shall be made by either certified check, cashier's check, bank draft or postal money order made payable to the Treasurer of the United States. The Purchaser's bid deposit shall be applied to the purchase price. Payment is due upon receipt of bill. The balance of the twenty percent (20%) required bid deposit and the fifty percent (50%) required performance deposit, if any, will be credited to the final payment or refunded as applicable.

b. Pay Schedule (excluding the prior defined required performance guarantee) for LUMP SUM sales:

- Time of bid – twenty percent (20%) of bid price termed “required bid deposit”
- Owed with signed contract/beginning of contract 1st of 2 scheduled payments post award – thirty percent (30%) of the awarded contract price.
- Thirty (30) days after commencement of timber sale tree removal 2nd of 2 scheduled payments post award -- fifty percent (50%) of the awarded contract price.

5. LATE PAYMENT CHARGE:

The Government will impose a charge, based upon current interest rates, for any and accounts not paid within thirty (30) days following notification to the debtor. In addition to the interest charge, a processing and handling fee of \$15.00 will be assessed for all accounts delinquent over thirty-one (31) days and an additional six percent (6%) penalty charge will be included for all accounts that are ninety-one (91) days overdue.

6. TITLE AND RISK OF LOSS:

Title to the timber sold hereunder shall vest in the Purchaser as and when the Purchaser cuts the designated timber. The risk of loss shall pass to the Purchaser upon the vesting of title.

7. DEFAULT:

If after award, the Purchaser breaches this contract by failing to make any required payment when due, or by failing to remove any timber as and when required, then the Contracting Officer may send the Purchaser a fifteen (15) day written notice of default (calculated from the date of mailing) and upon the Purchaser's failure to cure such default within the period (or such further period as the Contracting Officer may allow), the Purchaser shall lose any and all rights, claims, interests and title which he/she may have acquired in and to such timber as to which the default has occurred. The Purchaser agrees that in the event he/she fails to make any payment required or remove any timber as and when required, the Contracting Officer at his election and upon notice of default shall be entitled to retain or collect from any bid deposit, payment made, or performance bond or deposit, the actual damages, including, but not limited to, any loss, cost or expense in reselling or otherwise disposing of any timber sustained by the Government, as determined by the Contracting Officer, as a result of such default. If the Purchaser otherwise fails in the performance of any of his/her obligations, the Government may exercise such rights and pursue such remedies as are provided by law or under this contract.

8. DISPUTES:

a. Except as otherwise provided in the Invitation, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the Purchaser. The decision of the Contracting Officer shall be final and conclusive unless within thirty (30) calendar days from the date of receipt of such copy, the Purchaser mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Secretary. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Purchaser shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Purchaser shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

b. This "Disputes" condition does not preclude consideration of law questions in connection with decisions provided for in (a) above: Provided, that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on the question of law.

9. EQUIPMENT:

Without regard to weather or ground conditions the Purchaser must at all times, keep tractors, trucks, or other required equipment in operation on the sale area, as determined by the Contracting Officer, to maintain the minimum production rate during each calendar month and to complete this contract of sale within the time allocated.

10. WORK PERFORMANCE:

The Purchaser shall complete all harvesting, cleanup and other work required under this contract within the time specified in Condition No. two (2) of the Special Terms and Conditions of Sale. The parties hereto agree that the time specified herein for completion is adequate and includes ample allowance for delays normally encountered in this type of operation.

11. EXTENSION OF TIME:

The Contracting Officer may by a Change Order extend the time allocated for removal:

a. When the total volume of the forest products designated for removal exceeds the estimated volume advertised, the time allocated for removal may be extended for an equitable period, based upon the minimum weekly production required to complete the removal of the original estimated contract volume within the original allocated time.

b. When the Purchaser desires a reasonable extension of time for his own convenience, provided (1) the Contracting Officer determines that the extension will not endanger required Corps project deadlines, and (2) the consideration for the extension is mutually agreed upon by Purchaser and said Contracting Officer.

c. For days lost by the Purchaser due to closure of the sale area(s) for military training or stoppages ordered by the Contracting Officer or his/her duly authorized representative.

d. For reasonable mobilization time (other than initial mobilization) as a result of major interruptions during contract period and where it is determined necessary by the Contracting Officer or his/her duly authorized representative.

e. For delays due to fires, floods, earthquakes, epidemics, quarantine, or strikes; provided, that the Purchaser shall within ten (10) days from the beginning of any such delay, notify the Contracting Officer in writing of the dates and causes of delay. Delays resulting from weather will not normally be justification for an extension of time.

12. SUPERVISION OF WORK:

The work will be conducted under the general direction of the Contracting Officer, and is subject to inspection by any District Representative and/or Project Forester to ensure compliance with the terms of the contract. When cutting, logging, or other operations under this contract are in progress, the Purchaser shall have a representative, readily available to the area of such operation at all times, who shall be authorized to receive, on behalf of the Purchaser, any notices and instructions given by the Contracting Officer in regard to performance under this contract, and to take such action thereon as required by the terms of this contract.

13. UTILITY LINES AND FENCES:

All utility lines and fences located within or immediately outside the exterior boundaries of the sale area(s), shall be protected as far as is possible in logging operations and if damaged, shall be repaired immediately by the Purchaser. If the Purchaser's operations (work in utility corridors, under utility lines, on top of buried utility lines, or any other scenario involving utilities) require the relocation of any such utility lines, power lines or fences, the Purchaser agrees to accomplish such relocation by coordinating this action with the appropriate utility company(s) prior to and during timber harvesting and after. All work required by this condition shall be without expense to the Government.

14. FIRE FIGHTING AND FIRE LAWS:

The Purchaser shall comply with all Francis E. Walter project fire regulations. The Purchaser shall be held liable for any forest fires resulting from his/her operations. The Purchaser and his/her employees shall do all in their power to prevent and suppress forest fires in the logging and adjacent areas. Forest fires resulting from the Purchaser's operation will be extinguished by the Purchaser without expense to the Government, and where it is necessary for the Government to supply labor or equipment to extinguish any forest fires traceable to the logging operations, the Government may hold the Purchaser liable for the cost and expense thereof. The Purchaser shall be required to maintain adequate forest firefighting equipment during the operations which are suitable for controlling forest fires expeditiously in the terrain and location where his/her harvesting operations are being carried out. Heating equipment will be subject to approval of the Forester. Logging operation generated rubbish shall be removed from the Installation for disposal. The District Representative will make periodic inspections to determine whether the equipment on hand is adequate to effectively fight forest fires in the sale area(s). The Purchaser agrees to abide by the State of Pennsylvania forest fire fighting laws. No burning will be undertaken on the project unless prior approval is received from the Forester.

15. SECURITY REGULATIONS:

The Purchaser, his/her agents, employees, and sub-contractors shall comply with all security regulations of the Army Corps of Engineers. Before commencing operations hereunder, the Purchaser shall report to the Francis E. Walter Reservoir Office for such

regulations and special instructions as may be applicable to his/her operations on the project.

16. ACCIDENT PREVENTION:

a. The Purchaser shall take such action as may be just, reasonable and necessary for the protection of his/her employees while engaged in operations within the boundaries of the government-owned property. This will specifically include adopting recognized safe practices, supplying and maintaining equipment in safe operating condition, proper guarding of all hazardous equipment and compliance with all pertinent safety regulations.

b. Ensuing compliance with the provisions of this clause by sub-contractors will be the responsibility of the Purchaser.

c. The Purchaser will comply with the U.S. Army Corps of Engineers Safety and Health Requirements Manual (EM 385 1-1) a copy is available online at http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1_2008Sep_Consolidated_2011Aug.pdf for review and also at Francis E. Walter Reservoir. **This manual requires a completed and approved Accident Prevention Plan prior to the start of timber harvest. Harvesting will not be permitted until this plan is approved!** The Purchaser will also comply with the Pennsylvania SFI® Professional Timber Harvester Training Program, this program is provided by the Pennsylvania Sustainable Forestry Initiative and demonstrates that Pennsylvania's professional timber harvesters take the safety and sustainability aspects of their industry very seriously, more information is available online at: <http://sfiofpa.org/pages/logger-resources/>. Additionally logger's safety information is also available online at <https://www.osha.gov/SLTC/logging/index.html>.

d. The Purchaser shall provide "Truck Crossing" signs at the intersection of landing areas and township roads. The contractor will also be working in areas of public trails and hunting access. Appropriate signage must be provided and slow speed must be observed in these areas.

17. TERMINATION OR SUSPENSION OF CONTRACT:

a. The Government may terminate or suspend this contract of sale, in accordance with this clause, in whole or in part, by giving ten (10) days written notice to the Purchaser, whenever the Contracting Officer shall determine that such termination or suspension is in the best interest of the Government. Ten (10) days' notice shall not be required: (1) in the event termination is effected by reason of violation by the Purchaser of any of the terms and conditions of this contract of sale, (2) in the event there is a declaration of national emergency by the President or the Congress of the United States. Any such determination shall be effected by delivery to the Purchaser of a "Notice of Termination" or "Notice of Suspension."

b. Causes or reasons for termination will include: (1) determination by the Secretary of the Army that termination of the contract is necessary in the interest of national defense, or (2) non-observance of good forestry practices, or (3) continuous or unnecessary abuse of government property which cannot be repaired by the Purchaser, or (4) violation by the Purchaser of any other terms and conditions of the contract of sale if the Purchaser continues and persists therein for fifteen (15) days after notice thereof in writing by the Contracting Officer.

c. Causes or reasons for suspension will include: (1) determination by the Secretary of the Army that suspension of the contract is necessary in the interest of national defense, (2) determination by the Contracting Officer that operations during unusually dry seasons are creating a fire hazard, (3) determination by the Contracting Officer that operations in unusually wet areas are causing significant damage and should be delayed until the soil conditions improves, or (4) the determination by the Contracting Officer that the sales area(s) is needed for military training purposes.

18. COVENANT AGAINST CONTINGENT FEES:

Purchaser warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the Purchaser for the purpose of doing business. For breach of this warranty, the Government shall have the right to annul this contract without liability or, at its option, to recover from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee, in addition to the consideration herein set forth.

19. TREE MARKING PAINT AND EQUIPMENT:

Marking hammers, tree marking paint or equipment for painting trees, or any other equipment similar to that used by the Government in the marking of trees, logs, or bolts are prohibited from the government reservation.

20. RECORDS:

Books and records of the Purchaser relating to all operations covered by this contract shall be open to inspection at any time by the Contracting Officer and available for audit with the understanding that the information obtained shall be regarded as confidential.

21. GRATUITIES:

a. The Government may, by written notice to the Purchaser, terminate the right of the Purchaser to proceed under this contract if it is found, after notice and hearing by the Secretary or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Purchaser, or any agent or representative of the Purchaser, to any officer or employee of the Government with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract; provided, that the existence of the facts upon which the Secretary or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

b. In the event this contract is terminated as provided in subparagraph a above, the Government shall be entitled (1) to pursue the same remedies against the Purchaser as it could pursue in the event of a breach of the contract by the Purchaser, and (2) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary or his duly authorized representative) which shall be not less than three (3) nor more than ten (10) times the costs incurred by the Purchaser in providing any such gratuities to any such officer or employee.

c. The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

22. EQUAL OPPORTUNITY:

a. If, during any twelve (12)-month period (including the twelve(12) months preceding the award of this contract), the Purchaser has been or is awarded nonexempt federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Purchaser shall comply with subparagraphs (b)(i) through (xi) below. Upon request, the Purchaser shall provide information necessary to determine the applicability of this clause.

b. In performing this contract, the Purchaser agrees as follows:

(i) The Purchaser shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.

(ii) The Purchaser shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. This shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.

(iii) The Purchaser shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explains this clause.

(iv) The Purchaser shall, in all solicitations or advertisement for employees placed by or on behalf of the Purchaser, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(v) The Purchaser shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Purchaser's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(vi) The Purchaser shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(vii) The Purchaser shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor, Standard Form 100 (EEO-1), or any successor form, is the prescribed form to be filed within 30 days following the award, unless filed within 12 months preceding the date of award.

(viii) The Purchaser shall permit access to its books, records and accounts by the contracting agency or the Office of Federal Contract Compliance Programs (OFCCP) for the purposes of investigation to ascertain the Purchaser's compliance with the applicable rules, regulations, and orders.

(ix) If the OFCCP determines that the Purchaser is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Purchaser may be declared ineligible for further government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Purchaser as provided in Executive Order 11246, as amended, the rules, regulations and orders of the Secretary of Labor, or as otherwise provided by law.

(x) The Purchaser shall include the terms and conditions of subparagraph b(i) through (xi) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(xi) The Purchaser shall take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Purchaser becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Purchaser may request the United States to enter into the litigation to protect the interests of the United States.

c. Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

23. WITHDRAWAL OF PROPERTY AFTER AWARD:

The Government reserves the right to withdraw for its use any or all of the timber covered by this contract, if a bona fide requirement for the property develops or exists prior to actual removal of the property from government control. In the event of a withdrawal under this condition, the Government shall be liable only for the refund of the contract price of the withdrawn property or such portion of the contract price as it may have received.

24. LIABILITY FOR DAMAGES:

a. The measure of the Government's liability in any case where liability of the Government to the Purchaser has been established shall not exceed refund of such portion of the purchase price as the Government may have received.

b. The Purchaser will assume responsibility and liability for all injuries to persons or damages to property directly or indirectly due to, or arising out of the operations of the Purchaser under this contract, and the Purchaser agrees to indemnify and save harmless the United States against any and all claims of whatsoever kind and nature due to, or arising out of, this contract.

c. Any property of the United States damaged or destroyed by the Purchaser will be promptly repaired or replaced by the Purchaser to the satisfaction of the Contracting Officer, or in lieu of such repair or replacement, the Purchaser will, if so required by the Contracting Officer, pay to the United States an amount determined by the Contracting Officer to be sufficient to compensate for the loss sustained by the United States.

25. ORAL STATEMENTS AND MODIFICATIONS:

Any oral statements or representation by any representative of the Government, changing or supplementing the Invitation or contract or any Condition thereof, is unauthorized and shall confer no right upon the Bidder or Purchaser.

26. METAL CONTAMINATION:

a. The timber contained within this sale is not known to be contaminated with any form of military metal. If any timber included under this sale is found to be contaminated with military metal, i.e. bullets and/or shell fragments, the Purchaser will not be required to harvest the trees if the metal contamination is found to be excessive.

b. If military metal is encountered, the Purchaser will assist in determining the degree and extent of the contamination. After a thorough examination and if the Contracting Officer determines that the contamination is excessive, such timber or sale area(s) will either be deleted from the contract or, if mutually agreeable, a reduction in the unit price may be negotiated only for this contaminated material. The reduced price will be based on the extra cost of harvesting and utilizing such contaminated timber. In the event of a lump sum sale, then a price adjustment will be negotiated based on a mutual cruise by representatives of both parties to determine the volume and value of the timber so contaminated. The Government, however, will not substitute or replace contaminated timber with a like volume or area(s) of timber for the amount withdrawn.

c. The Purchaser shall hold the Government harmless for any damages to property or injury to persons which may arise out of the existence of non-exploded ammunition, metal or foreign objects in trees on the premises or for any damage whatsoever which may arise or result from the harvesting of timber by him or operations required hereunder.

27. OFFICIALS NOT TO BENEFIT:

No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, unless it be made with a corporation for its general benefit.

28. NOTICES:

- a. All notices to the Government shall be sent to the Chief, Real Estate Office, U. S. Army Engineer District, Norfolk, 803 Front Street, Norfolk, Virginia 23510-1011.
- b. All notices to the bidder shall be sent to the address indicated in the bid.
- c. Notice shall be deemed to be given when mailed.
- d. No harvesting shall commence until the Government has received those payments required by Condition No. 3 Performance Guarantee of the General Terms and Conditions of Sale, and the Purchaser has received a notice to proceed.
- e. Payments shall be made to the Finance and Accounting Branch, U. S. Army Engineer District, Norfolk, 803 Front Street, Norfolk, Virginia 23510-1011.

29. CONTRACT ASSIGNMENT:

The sales agreement resulting from this invitation may be transferred in whole or in part if approved in writing by their Contracting Officer. Subcontracting of the operation is permissible and such subcontracting shall not be regarded as transfer of the sale agreement. Subcontracting of the operation shall not relieve the purchaser of any responsibility or liability with respect to any of the terms and conditions imposed herein.

30. EXECUTIVE ORDER 13658:

Any reference in this section to "prime contractor" or "contractor" shall mean the Purchaser and any reference to "contract" shall refer to the License. The parties expressly stipulate this contract is subject to Executive Order 13658, the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions.

- a. Minimum Wages. (1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

(1) The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 1, 2015 and December 31, 2015 shall be \$10.10 per hour. The minimum wage shall be adjusted each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all workers subject to the Executive Order beginning January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on <http://www.wdol.gov/> (or any successor Web site). The applicable published minimum wage is incorporated by reference into this contract.

(2) The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 10.23), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

(3) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore shall be liable for the unpaid wages.

(4) If the commensurate wage rate paid to a worker on a covered contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c), whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the Executive Order minimum wage, the contractor must pay the 14(c) worker the greater commensurate wage.

- b. Withholding. The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay workers the full amount of wages required by Executive Order 13658.

c. Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

d. The contractor may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

e. Nothing herein shall relieve the contractor of any other obligation under Federal, State or local law, or under contract, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, State, or local law, or under contract, entitle a contractor to pay less than \$10.10 (or the minimum wage as established each January thereafter) to any worker.

f. Payroll Records.

(1). The contractor shall make and maintain for three years records containing the information specified in paragraphs (g)(1) (i) through (vi) of this section for each worker and shall make the records available for inspection and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

(i) Name, address, and social security number.

(ii) The worker's occupation(s) or classification(s)

(iii) The rate or rates of wages paid.

(iv) The number of daily and weekly hours worked by each worker.

(v) Any deductions made; and

(vi) Total wages paid.

(2) The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR part 10 and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct investigations, including interviewing workers at the worksite during normal working hours.

(5) Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulations; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

g. The contractor (as defined in 29 CFR 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

h. Certification of Eligibility.

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18U.S.C. 1001.

i. Tipped employees. In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C. 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 13658. To utilize this proviso:

(1) The employer must inform the tipped employee in advance of the use of the tip credit;

(2) The employer must inform the tipped employee of the amount of cash wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;

(3) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and

(4) The employer must be able to show by records that the tipped employee receives at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

j. Anti-retaliation. It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR part10, or has testified or is about to testify in any such proceeding.

k. Disputes concerning labor standards. Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 10. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

l. Notice. The contractor must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

**NOTIFICATION OF WORK COMPLETION
SALE AND REMOVAL OF TIMBER
LOCATION: FRANCIS E. WALTER RESERVOIR**

Department of the Army
Norfolk District Corps of Engineers
Real Estate Office
803 Front Street
Norfolk, Virginia 23510-1011

Invitation No. DACW65-B-17-01
Contract No. DACW65-S-17-01
Item No. 1
Francis E. Walter, Luzerne County
Pennsylvania

PURCHASER STATEMENT

I hereby state I have completed all work required under terms of the above referenced contract.

Purchaser (Signature)

Date

APPROVAL OF WORK-PROJECT FORESTER

Work required under terms of the above referenced contract has been completed satisfactorily.

Mr. Glenn Werner-Project Forester

Date

APPROVAL OF WORK-DISTRICT FORESTER

Work required under terms of the above referenced contract has been completed satisfactorily.

Mr. Andrew Willey-District Forester

Date

FINANCE & ACCOUNTING

SUBJECT: Certificate of Completion
TO: Chief, Finance & Accounting

1. Work required under the above contract has been satisfactorily completed.

2. Sale proceeds should be credited to the appropriate account.

3. Purchaser has furnished a Cash Performance Deposit the remaining amount of \$ _____
which should be refunded.

4. Purchaser has furnished a Letter of Credit/Performance Bond in the amount of \$ _____
which should be returned.

Chief, Finance & Accounting

Date

EXHIBIT A

Paint Symbols:

Blocks 4 & 5:

1. Any tree marked with a red ring is to be saved and should be avoided during timber operations.
 2. Trees marked with a blue ring are timber sale boundary trees. These trees shall be saved and should be avoided during timber operations.
 3. All other unmarked trees within the timber sale boundary, greater than four (4) inches at breast height, shall be cut.
- *Trees to be removed as part of haul road construction are marked with yellow X's.
- *The perimeter of the log landing is also marked in yellow. All equipment, trucks, and log landing operations shall be contained within the designated log landing area.

Block 6a:

1. All trees marked with an orange dot are designated as pulpwood trees and shall be harvested and removed from the timber sale area.
2. All trees marked with an orange slash are designated as sawtimber trees and shall be harvested and removed from the timber sale area.
3. All trees marked with an orange X shall be cut, but removal is left to the logger's discretion
4. Trees marked with a blue ring are timber sale boundary trees. These trees shall be saved and should be avoided during timber operations.
5. Trees marked with double blue dots designate the boundary between blocks 6a and 6b. These trees shall be saved and should be avoided during timber operations.

Block 6b:

1. Any tree marked with an orange ring is to be saved and should be avoided during timber operations.
2. Trees marked with a blue ring are timber sale boundary trees. These trees shall be saved and should be avoided during timber operations.
3. Trees marked with double blue dots designate the boundary between blocks 6a and 6b. These trees shall be saved and should be avoided during timber operations.
4. All other unmarked trees within the timber sale boundary, greater than four (4) inches at breast height, shall be cut.
5. A wetland exists in the interior of block 6. Trees marked with double red rings designate the wetland boundary. No machinery shall enter nor shall trees be felled into the wetland area.

Seed Mixture Recommendations:

Forest Roads, Skid Trails and Log Landing(s):

Birdsfoot trefoil	eight (8) lbs. /acre
Kentucky bluegrass	six (6) lbs. /acre
White clover	one (1) lb. /acre
Whitetail Institute Extreme	twenty-three (23) lbs. /acre

Wet Areas:

Add timothy	two (2) lbs. /acre
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Eroded Areas:

Add Rye grass	twenty (20) lbs. /acre
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Lime:

three (3) tons/acre

Fertilizer: seventeen all (17-17-17)

four-hundred (400) lbs. /acre

Straw:

two (2) tons/acre

Copies of purchase receipts for seed, lime and fertilizer must be provided to the Corps. All account numbers on receipts will be thoroughly blacked out. Seeding, liming and fertilizing should be completed during spring planting dates of March 20 – May 15 or fall planting dates of August 1 – September 15. Disturbed areas shall not be left unseeded between periods of timber harvesting.

EXHIBIT B

Directions to Francis E. Walter Dam**Address:**

Francis E. Walter Dam
146 Walter Dam Road
White Haven, PA. 18661

From Philadelphia:

- Take route 476 (NE Ext. of the PA Turnpike) to the Pocono exit – PA route 940.

To East Entrance to Dam:

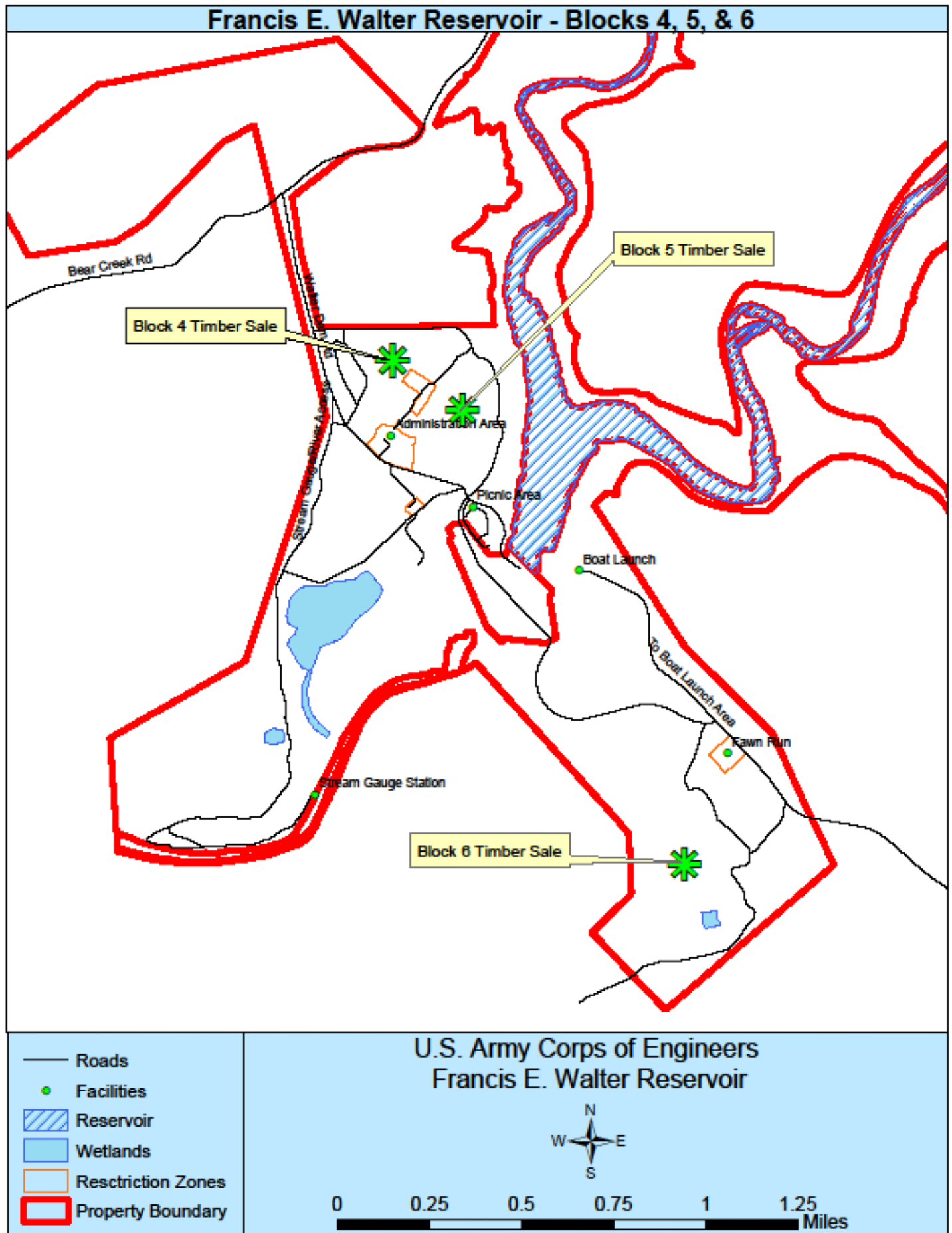
- Take PA 940 east one mile to Francis E. Walter Dam entrance.
- Turn left at the entrance sign and proceed approximately 3 miles to the dam.
- Report to the Operations Building and sign in before visiting the site.

To West Entrance to Dam:

- Take 940 west to White Haven.
- Make the first right after crossing the railroad tracks (Towanda St.) proceed approximately 5 miles to the entrance.
- Make a right turn at the entrance sign and proceed approximately one mile to the dam.
- Report to the Operations Building and sign in before visiting the site.

There are two entrances to the Francis E. Walter Dam:

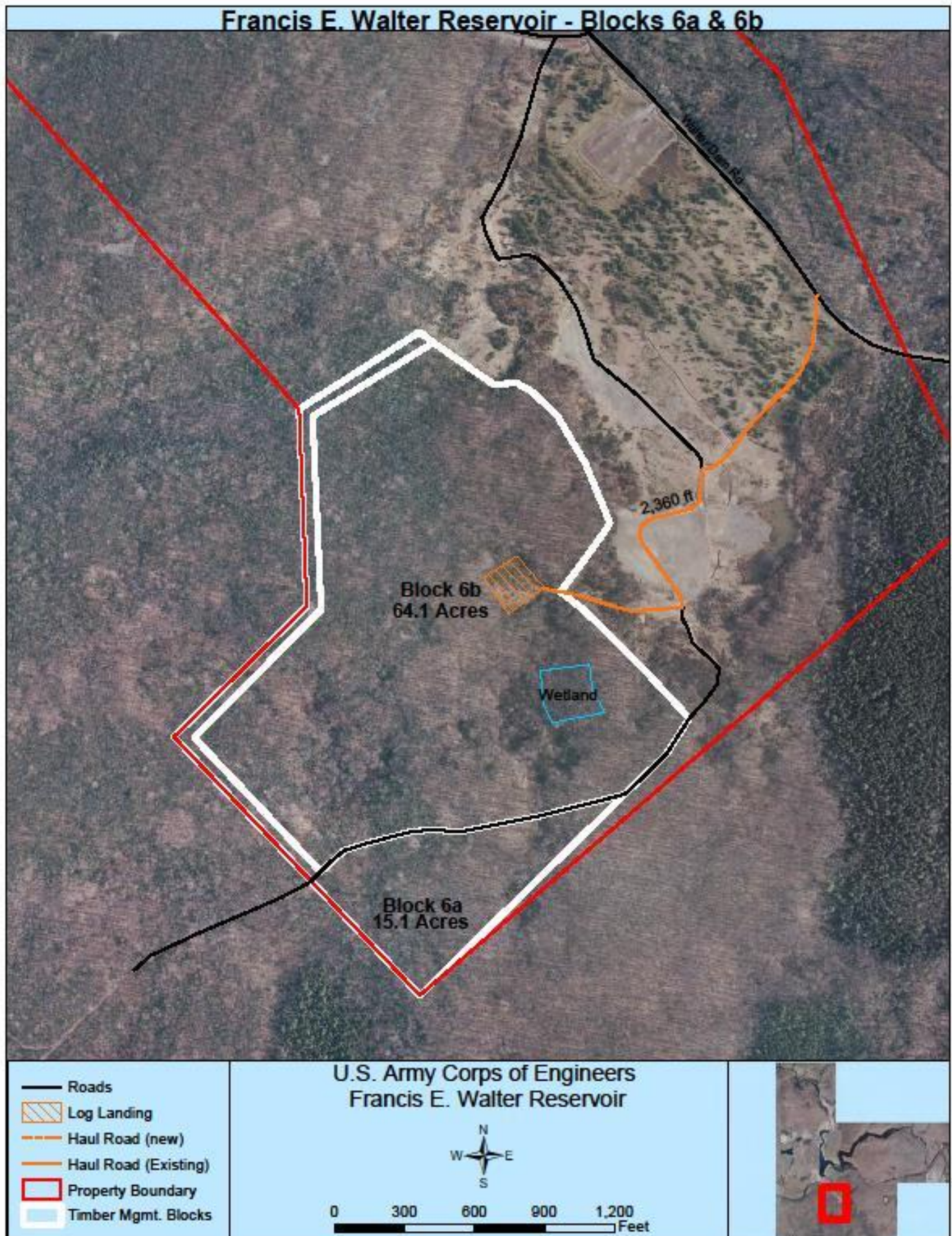
- The east entrance is located on PA route 940, one mile east of route 476 (NE Ext. of the PA Turnpike) and is about midway between the town of White Haven and the village of Blakeslee.
- The west entrance is about midway between the town of White Haven and the village of Bear Creek on White Haven/Bear Creek Road. From White Haven take Towanda St. north towards Bear Creek, approximately 5 miles. At the village of Bear Creek PennDOT has directional signs for the Francis E. Walter Dam at the intersection of White Haven/Bear Creek Road and PA route 115.



ENCLOSURE 1



ENCLOSURE 2



ENCLOSURE 3